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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

AMIN MOHAMED,

Plaintiff,

v.

ALASKA TANKER COMPANY, LLC;  
and KISKA ISLAND, LLC,

Defendants.

Case No.: 3:24-cv-00209

**SEAMAN'S COMPLAINT IN  
PERSONAM FOR PERSONAL  
INJURIES**

**(JONES ACT NEGLIGENCE,  
UNSEAWORTHINESS,  
MAINTENANCE & CURE, AND  
UNEARNED WAGES)**

**DEMAND FOR JURY TRIAL**

*Plaintiff Files this Action Without Prepayment of Costs, Fees, or Security  
(28 U.S.C. §1916)*

Plaintiff, AMIN MOHAMED, alleges as follows:

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PERSONAL INJURIES AND DEMAND FOR JURY TRIAL

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**I.**

**INTRODUCTORY ALLEGATIONS**

1. Plaintiff brings and maintains this action under the General Maritime Law, the United States Constitution, Article III, Section 2, the Jones Act, 46 U.S.C. §30104, and 28 U.S.C. §1333. This Court has jurisdiction pursuant to 46 U.S.C. § 30104, 28 U.S.C. § 1331, 28 U.S.C. § 1332, and 28 U.S.C. § 1333.

2. Plaintiff is a merchant seaman who is entitled to file this action without prepayment of costs and without security under 28 U.S.C. §1916. Plaintiff resides in and is a citizen of the State of California.

3. Defendant ALASKA TANKER COMPANY, LLC, is a ship operating company that provides ship management and marine transportation services. Plaintiff is informed and believes and thereon alleges that Defendant ALASKA TANKER COMPANY, LLC, is a limited liability company incorporated under the laws of the State of Delaware with its principal place of business in Washington County within the Portland Division of the District of Oregon.

4. Plaintiff is informed and believes and thereon alleges that Defendant KISKA ISLAND, LLC, is the registered owner of ALASKAN EXPLORER, a U.S. flagged tanker vessel, Official No. 1163384 (hereinafter "the Vessel"). Plaintiff is informed and believes and thereon alleges that Defendant KISKA ISLAND, LLC, is a limited liability company incorporated under the laws of the State of Delaware with its principal place of business in Washington County within the Portland Division of the District of Oregon.

5. Venue is proper in this judicial district under 28 U.S.C. §1391(b)(1) because Defendant ALASKA TANKER COMPANY, LLC, and/or Defendant KISKA ISLAND, LLC, reside(s) within the District of Oregon.

6. At all relevant times, Plaintiff is informed and believes and thereon alleges that Defendant ALASKA TANKER COMPANY, LLC, was his employer under the Jones Act, 46 U.S.C. §30104, and the General Maritime Law.

7. At all relevant times, Plaintiff is informed and believes and thereon alleges that Defendant KISKA ISLAND, LLC, was the registered owner of the Vessel. Plaintiff alleges in the alternative that Defendant ALASKA TANKER COMPANY, LLC, was the owner pro hac vice of the Vessel at the time of Plaintiff's accident.

8. Plaintiff was hired by the Defendant ALASKA TANKER COMPANY, LLC, to serve as an AB Maintenance on the Vessel, and Plaintiff joined the Vessel on or about June 30, 2022.

9. At all times herein mentioned, Plaintiff was employed by Defendant ALASKA TANKER COMPANY, LLC, as a member of the crew of the Vessel.

10. On July 22, 2022, as the Vessel was near Busan, South Korea, Plaintiff sustained serious and permanent personal injuries when a messenger line became wrapped around his left leg and he was dragged along the deck of the Vessel while working under the direction and supervision of the Vessel's officers.

11. As a result of his accident, Plaintiff suffered a severe injury to his left leg, foot, hip and back, and other parts and systems of his body. Plaintiff's injuries and resulting

medical restrictions have rendered him at least temporarily unfit for duty and the accident and injuries may end Plaintiff's career as a seaman.

## **II.**

### **FIRST CLAIM FOR RELIEF** **(Breach of the Warranty of Seaworthiness)**

12. Plaintiff refers to and incorporates as though fully set forth herein each and every allegation in paragraphs 1 through 11.

13. Defendants warranted to Plaintiff that they would furnish him with a safe and seaworthy vessel, a safe and seaworthy place to work aboard the vessel with fit, proper, adequate, and sufficient equipment, aid and assistance in connection with his assigned tasks and with fit, proper, adequate, and sufficient supervision in connection with his assigned tasks.

14. Defendants breached this warranty of seaworthiness by failing to furnish Plaintiff with a safe and seaworthy vessel, or a safe and seaworthy place to work aboard the vessel, and/or in exposing Plaintiff to unnecessary risks of harm and injury, in failing to furnish Plaintiff with fit, proper, adequate, and sufficient equipment, aid and assistance in connection with his assigned tasks, and in failing to furnish Plaintiff with fit, proper, adequate, and sufficient supervision in connection with his assigned tasks.

15. As a result of each of these breaches, Plaintiff has sustained and continues to sustain economic losses, including, without limitation, loss of earnings and employment benefits and medical and medically related expenses in amounts to be proven at trial.

16. As a further result of each of these breaches, Plaintiff has sustained and continues to sustain pain and suffering, in a sum in excess of \$500,000, exclusive of interest and costs. Plaintiff is entitled to and claims prejudgment interest on his losses under General Maritime Law.

### III.

#### **SECOND CLAIM FOR RELIEF** **(Negligence Under the Jones Act)**

17. Plaintiff refers to and by reference incorporates each and every allegation contained in paragraphs 1 through 16.

18. Defendant ALASKA TANKER COMPANY, LLC, owed Plaintiff a duty of reasonable care to furnish him with a safe and seaworthy vessel, or safe and seaworthy place to work aboard the vessel; with fit, proper, adequate, and sufficient equipment, aid and assistance in connection with his assigned tasks; and with fit, proper, adequate, and sufficient supervision in connection with his assigned tasks.

19. Defendant ALASKA TANKER COMPANY, LLC, breached its duty of care owed to Plaintiff by failing to furnish Plaintiff with a safe and seaworthy vessel, or a safe and seaworthy place to work aboard the vessel, and/or in exposing Plaintiff to unnecessary risks of harm and injury; in failing to furnish Plaintiff with fit, proper, adequate, and sufficient equipment, aid and assistance in connection with his assigned tasks; and in failing to furnish Plaintiff with fit, proper, adequate, and sufficient supervision in connection with his assigned tasks.

20. As a result of each of these breaches of duty, Plaintiff has sustained and continues to sustain economic losses, including, without limitation, loss of earnings and employment benefits and medical and medically related expenses in amounts to be proven at trial.

21. As a result of each of these breaches of duty, Plaintiff has sustained and continues to sustain losses for pain and suffering, exclusive of interest and costs, in a sum in excess of \$500,000. Plaintiff is entitled to and claims prejudgment interest on his damages under the General Maritime Law.

#### IV.

#### **THIRD CLAIM FOR RELIEF** **(Maintenance & Cure, and Unearned Wages)**

22. Plaintiff refers to and by that reference incorporates each and every allegation contained in paragraphs 1 through 21.

23. Plaintiff was injured in service to the Vessel. Defendant ALASKA TANKER COMPANY, LLC, is obligated to provide maintenance & cure and unearned wages to Plaintiff with regard to his injuries sustained on July 22, 2022.

24. Defendant ALASKA TANKER COMPANY, LLC, has paid and continues to pay Plaintiff's maintenance & cure. However, Plaintiff seeks recovery of all unpaid maintenance & cure and unearned wages, if any, that exist at the time of trial.

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V.

**PRAYER**

WHEREFORE, Plaintiff prays that this Court enter judgment against Defendants ALASKA TANKER COMPANY, LLC, and KISKA ISLAND, LLC, and each of them, as follows:

1. For non-economic damages in excess of \$500,000;
2. For economic damages as may be shown at trial;
3. For all unpaid maintenance & cure, and unearned wages;
4. For prejudgment interest under admiralty law;
5. For plaintiff's costs of suit; and
6. For such other and further relief as is proper and just.

DATED this 31st day of January, 2024.

  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of the above-captioned case.

DATED this 31st day of January, 2024.



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